


STATE OF ALABAMA)  
SHELBY COUNTY)

  
20100429000131400 1/4 \$22.00  
Shelby Cnty Judge of Probate, AL  
04/29/2010 02:07:55 PM FILED/CERT

**PERMANENT EASEMENT DEED**

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of **Thirty-one Thousand Five Hundred Ninety-six and no/100 Dollars (\$31,596.00)** cash in hand paid by the City of Pelham, Alabama, the receipt whereof is hereby acknowledged, we, **Gerald D. Colvin, Jr.**, a married man, **Charles K. Acker**, a married man, who is one and the same person as Charles Acker, and **Jimmie J. Barnes**, who is one and the same person as Jim Barnes, a married man (Grantors), do hereby grant, bargain, and convey unto the **City of Pelham, Alabama**, a municipal corporation (Grantee), its agents, successors, and assigns, the following described easement, located in Shelby County, Alabama, and being more particularly described as follows:

A 30-feet-wide permanent and perpetual easement for installation of any and all public utilities including, but not being limited to, water lines, sewer lines, electrical transmission lines, gas transmission lines, for ingress and egress to the property and facilities of the City of Pelham, located both on and off of the easement conveyed hereby, and also for the receipt and surface drainage of water from the storage tank facilities and other properties of the City into, over, within, and across said easement area, and the right of access to and from said easement area for installation and maintenance thereof, including the right to cut and remove any vegetation within the easement area as deemed necessary or advisable by the City of Pelham; said easement herein conveyed being on, over, and across the real property described on Exhibit "A" attached hereto.

ALSO, a 10-feet-wide temporary construction easement as shown and located on Exhibit "A" which said temporary construction easement shall expire twenty-four (24) months from the date hereof.

The above described property constitutes no part of the homestead of any of Grantors herein named.

The Grantee shall have the right and privilege of a perpetual use of said lands for such public purposes, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right to cut and keep clear all trees, undergrowth and other obstructions from said strip.

The Grantee shall have free access, ingress and egress to and from said land over and across adjacent lands of Grantors for the purposes herein mentioned, and the Grantors shall erect no structures on the portion of the land above described within the width of said easement, or do any act or thing which would in any way interfere with, damage, place at risk or pose future risk or possible risk to the mains, pipes, utilities, drainage facilities, or appurtenances installed or to be installed within the width of said easement or interfere with the right of the Grantee to enter upon said land at any time for the purposes heretofore expressed and to have immediate access to all mains, pipes, appurtenances, drainage, and utilities therein and thereon.

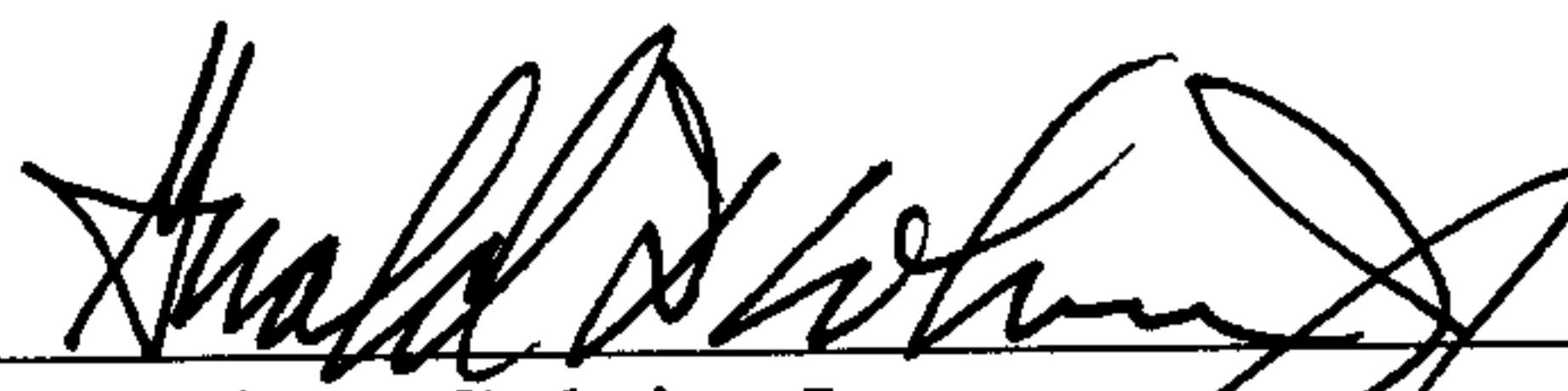
The Grantee shall also have the right to temporarily place dirt and materials on adjacent lands of the Grantors for the purposes heretofore expressed. Any and all disturbed areas within said easement will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied.

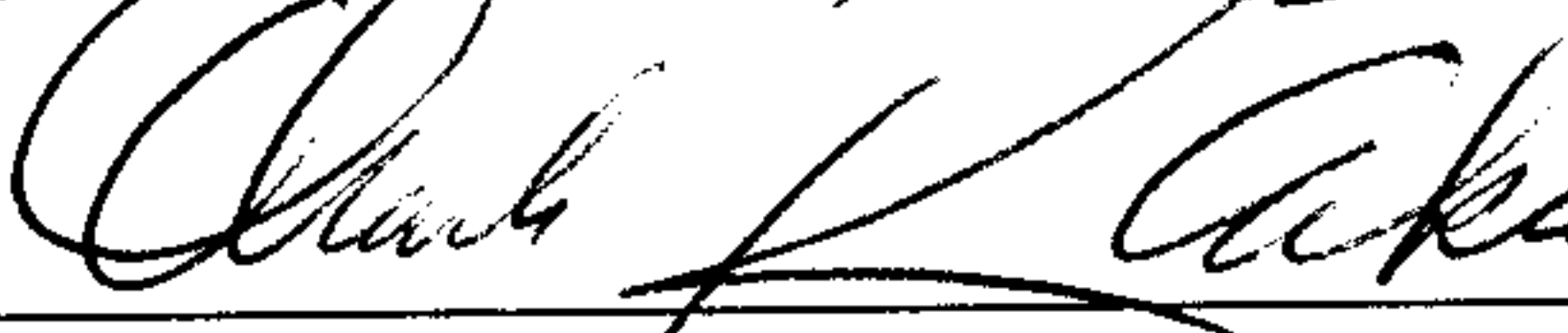
Grantee agrees to leave the property substantially as found upon commencement of construction on said easement but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein.

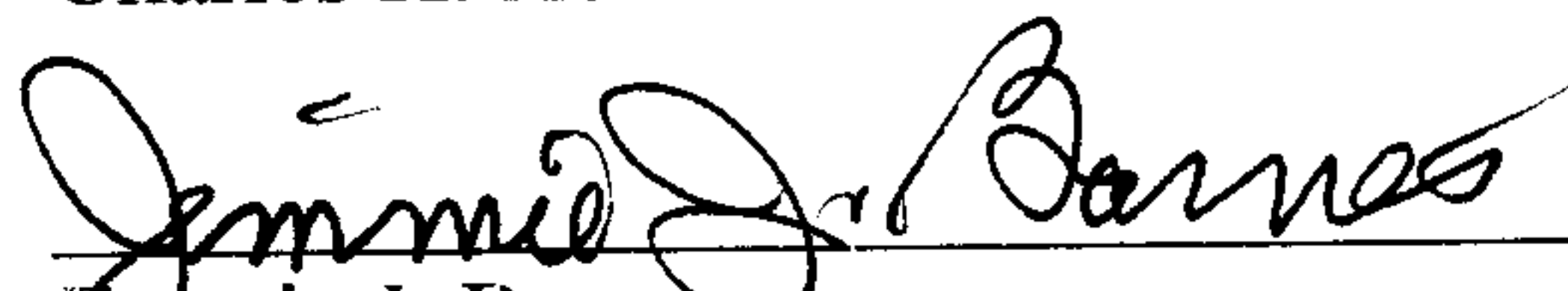
Grantors covenant that they have good and merchantable title to said property and good right to convey this easement.



IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this  
1st day of April, 2010.

  
Gerald D. Colvin, Jr.

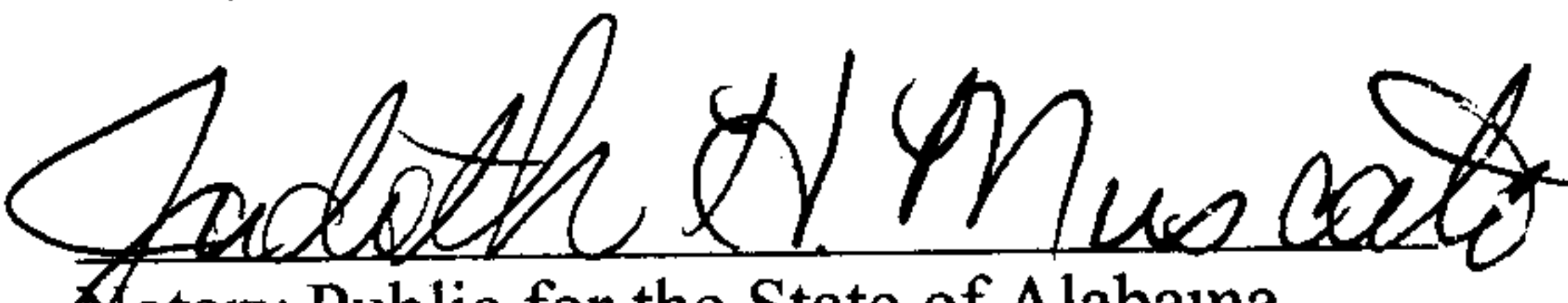
  
Charles K. Acker

  
Jimmie J. Barnes

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that Gerald D. Colvin, Jr., a married man, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me on this date that being duly informed of the contents of said certificate, he executed the same voluntarily as such individual with full authority thereof.

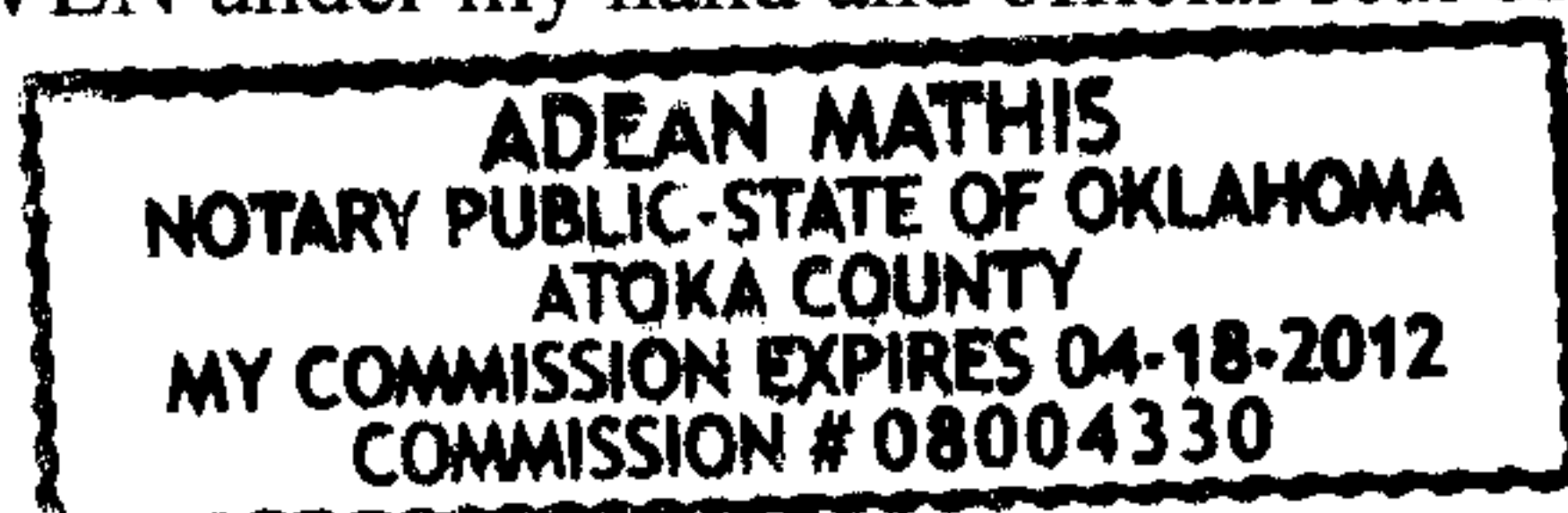
GIVEN under my hand and official seal of office this 14 day of April, 2010.

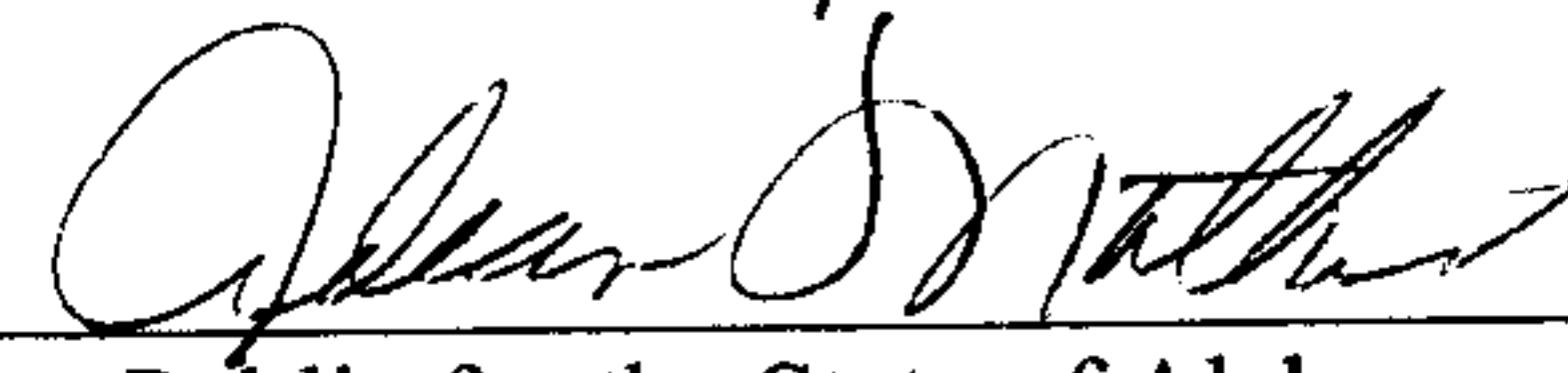
  
Notary Public for the State of Alabama  
My Commission Expires: 3/22/2012

STATE OF ~~ALABAMA~~ Oklahoma  
COUNTY OF ~~SHELBY~~ Pontiac

I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that Charles K. Acker, a married man, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me on this date that being duly informed of the contents of said certificate, he executed the same voluntarily as such individual with full authority thereof.

GIVEN under my hand and official seal of office this 1st day of April, 2010.

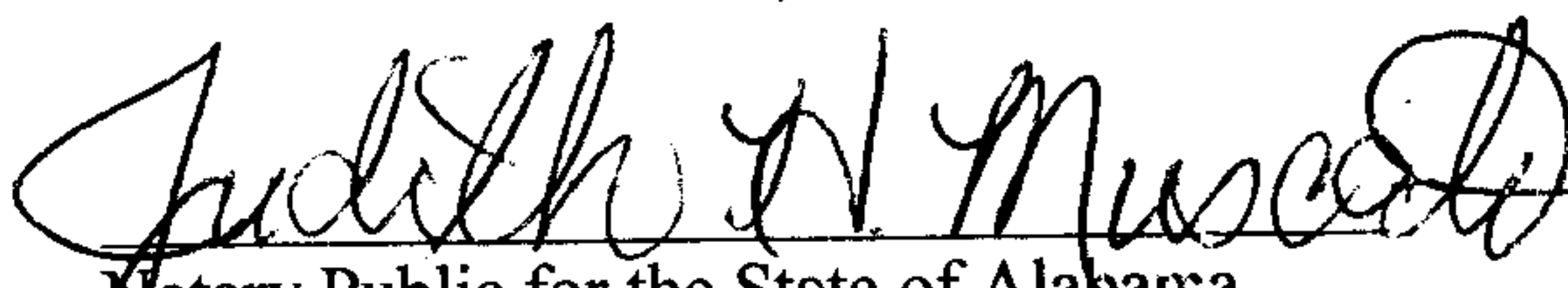


  
Notary Public for the State of ~~Alabama~~ Oklahoma  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said state-at-large, do hereby certify that Jimmie J. Barnes, a married man, whose name is signed to the foregoing certificate as Grantor, and who is known to me, acknowledged before me on this date that being duly informed of the contents of said certificate, he executed the same voluntarily as such individual with full authority thereof.

GIVEN under my hand and official seal of office this 14 day of April, 2010.

  
Notary Public for the State of Alabama  
My Commission Expires: 3/22/2012



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A 30-foot wide permanent easement being situated in the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  and in the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the SE corner of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 6, Township 20 South, Range 2 West, said point being the point of beginning; thence South 89 degrees 35 minutes 36 seconds West along the South line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section, a distance of 803.06 feet; thence North 89 degrees 33 minutes 30 seconds West a distance of 49.21 feet; thence North 00 degrees 24 minutes 36 seconds West a distance of 113.97 feet to the centerline of an existing paved access road; thence North 62 degrees 12 minutes 58 seconds East along said centerline, a distance of 33.78 feet; thence South 00 degrees 24 minutes 36 seconds East a distance of 100.24 feet; thence North 89 degrees 35 minutes 36 seconds East a distance of 940.88 feet to a point on the Northwesterly edge of pavement of State Park Road; thence South 32 degrees 52 minutes 26 seconds West along said edge of pavement a distance of 35.89 feet; thence South 89 degrees 35 minutes 36 seconds West a distance of 98.92 feet to the point of beginning.

According to survey of William D. Callahan, Jr., RLS #28251, dated November 28, 2009.

Situated in Shelby County, Alabama.



